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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM414872

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MAGNETEK, INC.		01/31/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	10 S. DEARBORN ST., 7TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	3890392	BRAKEMD
Registration Number:	2800972	BRAKETRONIC
Registration Number:	4495028	CAN-2
Registration Number:	3890391	DRIVEMD
Registration Number:	4221323	DSD
Registration Number:	3576619	E-FORCE
Registration Number:	1365377	ELECTROBAR
Registration Number:	3565038	ENERGY ENGINEERED
Registration Number:	3917286	ENERGY ENGINEERED
Registration Number:	4215759	M ENERGY · ENGINEERED ·
Registration Number:	3676812	ENGINEERED ENERGY
Registration Number:	4906583	ENRANGE
Registration Number:	1549941	FABA
Serial Number:	76719493	FLEX BASE
Registration Number:	4411270	FLEX VUE
Registration Number:	3891005	HPV
Registration Number:	3725896	IMPULSE
Registration Number:	1557747	IMPULSE
Registration Number:	1540129	M

TRADEMARK REEL: 005981 FRAME: 0744

900393812

Property Type	Number	Word Mark
Registration Number:	2748152	M
Registration Number:	1543256	M MAGNETEK
Registration Number:	1543255	MAGNETEK
Registration Number:	1570692	MAGNETEK
Registration Number:	3974759	M-FORCE
Registration Number:	4887118	MONDEL
Registration Number:	2215146	PULSESTAR
Registration Number:	3340511	QUATTRO
Registration Number:	1656124	SBP
Registration Number:	4906582	TELEMOTIVE

CORRESPONDENCE DATA

Fax Number: 2124552502

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (212) 455-3605

Email: ksolomon@stblaw.com

Correspondent Name: GENEVIEVE DORMENT, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1900
NAME OF SUBMITTER:	Genevieve Dorment
SIGNATURE:	/gd/
DATE SIGNED:	02/03/2017

Total Attachments: 9

source=3c - Magnetek Trademark Security Agreement (Project Swanlake 2017)(Executed)#page1.tif source=3c - Magnetek Trademark Security Agreement (Project Swanlake 2017)(Executed)#page2.tif source=3c - Magnetek Trademark Security Agreement (Project Swanlake 2017)(Executed)#page3.tif source=3c - Magnetek Trademark Security Agreement (Project Swanlake 2017)(Executed)#page4.tif source=3c - Magnetek Trademark Security Agreement (Project Swanlake 2017)(Executed)#page5.tif source=3c - Magnetek Trademark Security Agreement (Project Swanlake 2017)(Executed)#page6.tif source=3c - Magnetek Trademark Security Agreement (Project Swanlake 2017)(Executed)#page7.tif source=3c - Magnetek Trademark Security Agreement (Project Swanlake 2017)(Executed)#page8.tif source=3c - Magnetek Trademark Security Agreement (Project Swanlake 2017)(Executed)#page8.tif

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

("<u>Agreement</u>"), effective as of January 31, 2017 is made by Magnetek, Inc., a Delaware corporation (the "<u>Grantor</u>"), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, the "<u>Agent</u>") for the several banks and other financial institutions (the "<u>Lenders</u>"), parties to the Credit Agreement, dated as of January 31, 2017 (as amended, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), among Columbus McKinnon Corporation, ("<u>Parent Borrower</u>"), Columbus McKinnon Dutch Holdings 3 B.V. (the "<u>Dutch Borrower</u>"), Columbus McKinnon EMEA GMBH (the "<u>German Borrower</u>" and, together with the Parent Borrower and the Dutch Borrower, the "<u>Borrowers</u>"), the Lenders and the Agent.

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a U.S. Security Agreement, dated as of January 31, 2017, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "U.S. Security Agreement");

WHEREAS, pursuant to the U.S. Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent, the Lenders and any affiliate of any Lender to which Obligations are owed (collectively, the "Secured Parties") a continuing security interest in all Intellectual Property, including Trademarks, except to the extent that such Intellectual Property constitutes Excluded Property, as defined in the U.S. Security Agreement; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the other Secured Parties, as follows:

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SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the U.S. Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. <u>Purpose</u>. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Trademark Office. The security interest granted hereby has been granted to the Agent in connection with the U.S. Security Agreement and is expressly subject to the terms and conditions thereof. The U.S. Security Agreement (and all rights and remedies of the Agent and the other Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent and the other Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the U.S. Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the U.S. Security Agreement, the terms of the U.S. Security Agreement shall govern.

SECTION 5. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date first written above.

MAGNETEK, INC.

Name: Jon C. Adams

Title: Treasurer

JPMORGAN CHASE BANK, N.A. as Administrative Agent

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[Signature Page to Trademark Security Agreement]

SCHEDULE A

U.S. Trademark Registrations and Applications

Reg No	Trademark Name	Country Full Name	Date Filed	Date Issued	Serial No	Status
890483	M Logo	AUSTRALIA	09/27/2001	2/21/2002	890483	Registered
487509	MagneTek	AUSTRALIA	05/20/1988	9/25/1990	487509	Registered
149796	MAGNETEK	AUSTRIA	08/02/1993	10/28/1993	3643/1993	Registered
445718	MagneTek	BENELUX	05/20/1988	01/16/1989		
824182081	M Logo	BRAZIL	11/30/2001	08/14/2007	824182081	Registered
814293956	MAGNETEK	BRAZIL	06/03/1988	04/24/1990	814293956	Registered
BRU/B195	Energy Engineered M & Design	BRUNEI	08/18/1993	08/18/1993		
34457	M Logo	BRUNEI	12/05/2001	12/05/2001		
19445	MAGNETEK	BRUNEI	08/18/1993	09/21/1994		
TMA584423	Braketronic	CANADA	11/16/2001	06/27/2003	1122301	Registered
TMA325,776	ELECTROBAR	CANADA	07/17/1985	04/10/1987	546297	Registered
TMA375,122	Faba	CANADA	04/07/1989	11/02/1990	629111	Registered
TMA383,796	Impulse	CANADA	04/12/1989	05/03/1991	629566	Registered
TMA376,365	M	CANADA	05/18/1988	11/30/1990	607147	Registered
TMA622226	M Logo	CANADA	10/03/2001	10/07/2004	1117365	Registered
TMA367,056	MagneTek	CANADA	11/08/1988	03/23/1990	618829	Registered
TMA407,750	Raildriver	CANADA	01/24/1991	02/05/1993	674420	Registered
TMA407,751	SBP	CANADA	01/24/1991	02/05/1993	674422	Registered
TMA407,749	SK70	CANADA	01/24/1991	02/05/1993	674415	Registered
TMA333,389	Tcontrols & Design	CANADA	12/10/1985	10/23/1987	553981	Registered
3032727	M (LOGO)	CHINA	12/06/2001	06/21/2003		
3032764	M (LOGO)	CHINA	12/06/2001	02/21/2003		
3032763	MAGNETEK	CHINA	12/06/2001	06/21/2003		
3032762	MAGNETEK	CHINA	12/06/2001	01/14/2004		
5915569	MAGNETEK	CHINA	02/12/2007	12/07/2009		
253065	M LOGO	CZECH REPUBLIC	12/04/2001	12/04/2001		
VR01.504	MAGNETEK	DENMARK	08/16/1990	03/11/1994	1990 09317	Registered
147588	M Logo	EGYPT	12/01/2001	02/18/2007		
72181	MagneTek	EGYPT	05/29/1988	12/10/1989		
72183	MagneTek	EGYPT	05/29/1988	01/11/1990		
72185	MagneTek	EGYPT	05/29/1988	10/29/1989		
37263	M [LOGO]	ESTONIA	12/04/2001	12/09/2002	M200101834	Registered
37262	MAGNETEK	ESTONIA	12/04/2001	12/09/2002	M200101833	Registered

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015591738	FLEX BASE	EUROPEAN COMMUNITY	06/29/2016	11/01/2016	15591738	Registered
010464204	ENERGY ENGINEERED M & DESIGN (new version)	EUROPEAN UNION	12/02/2011	04/30/2012	10464204	Registered
002482370	M (LOGO)	EUROPEAN UNION	11/29/2001	05/08/2003	2482370	Registered
241091	M Logo	FEDERATION OF RUSSIA	11/29/2001	03/25/2003		
111,150	MagneTek	FEDERATION OF RUSSIA	01/21/1992	05/28/1993	150070	Registered
241091	Logo	FEDERATION OF RUSSIA	11/29/2001	3/25/2003	2001737088	Registered
1,514,487	MagneTek	FRANCE	05/17/1988	05/17/1988	1,514,487	Registered
1 189 101	MagneTek	GERMANY	05/18/1988	11/22/1993	1 189 101	Registered
101039	MagneTek	GREECE	10/11/1990	05/19/1998	101039	Registered
200310787	M Logo	HONG KONG	11/28/2001	09/01/2003		
1996B00243	MAGNETEK	HONG KONG	07/23/1993	01/10/1996		
1996B01624	MAGNETEK	HONG KONG	07/23/1993	02/16/1996		
1995B09962	MAGNETEK	HONG KONG	07/23/1993	11/29/1995		
173 278	M Logo	HUNGARY	12/06/2001	11/29/2002		
131872	MagneTek	HUNGARY	11/20/1990	07/30/1992	M9004671	Registered
1082672	M (LOGO)	INDIA	02/22/2002	01/07/2004		
1082673	MAGNETEK	INDIA	02/22/2002	03/17/2007		
528278	M (LOGO)	INDONESIA	12/05/2001	02/15/2002		
329072	MAGNETEK	INDONESIA	11/30/1993	03/15/1995		
328296	MagneTek	INDONESIA	11/29/1993	02/22/1995		
329234	MAGNETEK	INDONESIA	11/29/1993	03/16/1995		
130217	MAGNETEK	IRELAND	05/13/1988	05/13/1988	1988/01919	Registered
153,581	M Logo	ISRAEL	12/02/2001	03/04/2003		
910800	MagneTek	ITALY	08/23/2010	09/14/2010	1990900136516 ; 200090087024 6; 20109018674 17	Registered
4,586,881	M (LOGO)	JAPAN	12/05/2001	07/19/2002		
5,719,685	MAGNETEK	JAPAN	02/05/2014	11/21/2014		
2,723,182	MAGNETEK	JAPAN	06/02/1988	10/09/1997		
2,262,276	MAGNETEK	JAPAN	06/02/1988	09/21/1990		
2,262,276	MAGNETEK	JAPAN	06/02/1988	09/21/1990		
2,262,276	MAGNETEK	JAPAN	06/02/1988	09/21/1990		
72674	M (LOGO)	JORDAN	11/23/2003	06/08/2004		
72675	MAGNETEK	JORDAN	11/23/2003	06/08/2004		

M 51 631	M (LOGO)	LATVIA	11/23/2001	11/23/2001	M-01-1844	Registered
M 51 632	Magnetek	LATVIA	11/23/2001	11/23/2001	M-01-1845	Registered
89190	M Logo	LEBANON	12/07/2001	12/07/2001		
89517	MAGNETEK	LEBANON	01/16/2002	01/19/2002		
45920	M (LOGO)	LITHUANIA	11/28/2001	09/13/2002	2001 2184	Registered
45919	MagneTek	LITHUANIA	11/28/2001	09/13/2002	2001 2183	Registered
01/15543	M (LOGO)	MALAYSIA	12/04/2001	10/12/2004	1015543	Registered
93/10179	MAGNETEK (stylized)	MALAYSIA	12/29/1993	09/11/1996	93/10179	Registered
93010182	MAGNETEK (stylized)	MALAYSIA	12/29/1993	11/06/2008		
9310183	M logo	MALAYSIA	12/29/1993	12/15/1995	9310183	Registered
748,195	Braketronic	MEXICO	11/22/2001	05/24/2002	519268	Registered
471,716	Design (Lightning Bolt)	MEXICO	01/10/1994	08/30/1994	187558	Registered
465,338	ELECTROBAR	MEXICO	01/10/1994	06/30/1994	187560	Registered
483,240	FABA	MEXICO	01/10/1994	12/16/1994	187561	Registered
699,475	IMPULSE & DESIGN	MEXICO	01/10/1994	03/23/2001	187559	Registered
770,612	M Logo	MEXICO	11/15/2001	11/27/2002		
399,812	MagneTek	MEXICO	06/03/1988	09/26/1991	43111	Registered
355,359	MAGNETEK	MEXICO	06/03/1988	11/16/1988	43112	Registered
03226PP (36744-old)	MAGNETEK	MONTENEGRO	08/30/1990	08/27/2010		
03226PP (36744-old)	MAGNETEK	MONTENEGRO	08/30/1990	08/27/2010		
646147	M Logo	NEW ZEALAND	09/28/2001	09/28/2001	646147	Registered
649549	MAGNETEK	NEW ZEALAND	12/03/2001	03/31/2003	649549	Registered
217 126	M [LOGO]	NORWAY	11/30/2001	01/02/2003	200113993	Registered
151783	MAGNETEK	NORWAY	08/16/1990	08/06/1992	19904171	Registered
R-166903	M LOGO	POLAND	12/03/2001	02/23/2006		
R-164127	MAGNETEK	POLAND	12/03/2001	12/05/2005		
267202 X	MAGNETEK	PORTUGAL	09/05/1990	12/16/1992	267202	Registered
267201 V	MAGNETEK	PORTUGAL	09/05/1990	12/16/1992	267201	Registered
636/48	M (LOGO)	SAUDI ARABIA	11/28/2001	08/11/2002		
329/66	MAGNETEK	SAUDI ARABIA	01/15/1995	01/15/1995		
329/67	MAGNETEK	SAUDI ARABIA	01/15/1995	01/15/1995		
329/68	MAGNETEK	SAUDI ARABIA	01/15/1995	01/15/1995		
36744	MAGNETEK	SERBIA	08/30/1990	05/04/1992	199001546	Registered
5764/93	MAGNETEK	SINGAPORE	07/27/1993	07/27/1993	5764/93	Registered
5765/93	MagneTek	SINGAPORE	07/27/1993	07/27/1993	5765/93	Registered

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202273	M (LOGO)	SLOVAK REPUBLIC	12/06/2001	03/05/2003		
551091	M (LOGO)	SOUTH KOREA	12/03/2001	06/16/2003	20010053567	Registered
216,218	MagneTek	SOUTH KOREA	06/02/1988	07/03/1991	20010006304	Registered
1,260,586	MAGNETEK	SPAIN	06/24/1988	08/04/1989	1,260,586	Registered
245,388	MAGNETEK	SWEDEN	02/28/1992	01/15/1993	1990-07627	Registered
497 333	M LOGO	SWITZERLAND	12/05/2001	12/05/2001		
P-416825	MAGNETEK	SWITZERLAND	08/03/1993	08/03/1993		
1026453	M [LOGO]	TAIWAN	12/04/2001	12/16/2002		
472051	MagneTek	TAIWAN	06/22/1988	01/01/1990		
123,324	MagneTek	THAILAND	06/21/1988	01/25/1989		
124,030	MagneTek	THAILAND	06/21/1988	02/22/1989		
Kor75834	MagneTek (stylized)	THAILAND	06/21/1988	01/25/1989		
Kor75838	MagneTek (stylized)	THAILAND	06/21/1988	02/22/1989		
2001 25215	M (LOGO)	TURKEY	12/03/2001	2/6/2003	2001 25215	Registered
2002 00399	MAGNETEK	TURKEY	01/11/2002	6/20/2003	2002 00399	Registered
1344764	MagneTek	UNITED KINGDOM	05/18/1988	04/12/1991	1344764	Registered
1344762	MagneTek (Stylized)	UNITED KINGDOM	05/18/1988	1/22/1993	1344762	Registered
1344763	MagneTek (Stylized)	UNITED KINGDOM	05/18/1988	12/18/1992	1344763	Registered
3,890,392	BRAKEMD	UNITED STATES	09/28/2009	12/14/2010	76699671	Registered
2,800,972	Braketronic	UNITED STATES	12/14/2001	12/30/2003	76348972	Registered
4,495,028	CAN-2	UNITED STATES	07/02/2012	03/11/2014	76711843	Registered
3,890,391	DRIVEMD	UNITED STATES	09/18/2009	12/14/2010	76699512	Registered
4,221,323	DSD	UNITED STATES	02/14/2012	10/09/2012	85542674	Registered
3,576,619	E-FORCE	UNITED STATES	04/18/2007	02/17/2009	76675648	Registered
1,365,377	Electrobar	UNITED STATES	04/19/1985	10/15/1985	73533111	Registered
3,565,038	ENERGY ENGINEERED	UNITED STATES	04/19/2007	01/20/2009	76978928	Registered
3,917,286	ENERGY ENGINEERED	UNITED STATES	04/19/2007	02/08/2011	76675692	Registered
4,215,759	ENERGY ENGINEERED M & DESIGN (new version)	UNITED STATES	10/04/2011	10/02/2012	76709277	Registered
3,676,812	ENGINEERED ENERGY	UNITED STATES	04/19/2007	09/01/2009	76675694	Registered
4,906,583	ENRANGE	UNITED STATES	06/29/2015	03/01/2016	76718204	Registered
1,549,941	Faba	UNITED	10/20/1988	08/01/1989	73758680	Registered

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		STATES				
n/a	FLEX BASE	UNITED STATES	07/11/2016	n/a	76719493	Pending – Intent-to- use
4,411,270	FLEX VUE	UNITED STATES	06/25/2012	10/01/2013	76711802	Registered
3,891,005	HPV	UNITED STATES	08/14/2009	12/14/2010	77805338	Registered
3,725,896	IMPULSE	UNITED STATES	04/21/2008	12/15/2009	76688797	Registered
1,557,747	Impulse Logo	UNITED STATES	11/07/1988	09/26/1989	73762334	Registered
1,540,129	М	UNITED STATES	08/31/1990	05/23/1989	73698759	Registered
2,748,152	M (LOGO)	UNITED STATES	06/06/2001	08/05/2003	76267775	Registered
1,543,256	M Magnetek	UNITED STATES	01/04/1988	06/13/1989	73704526	Registered
1,543,255	MAGNETEK	UNITED STATES	12/03/1987	06/13/1989	73698753	Registered
1,570,692	MAGNETEK	UNITED STATES	07/11/1988	12/12/1989	73739055	Registered
3,974,759	M-FORCE	UNITED STATES	02/18/2010	06/07/2011	76701674	Registered
4,887,118	MONDEL	UNITED STATES	06/18/2015	01/19/2016	76718159	Registered
2,215,146	Pulsestar	UNITED STATES	12/03/1996	12/29/1998	75207476	Registered
3,340,511	QUATTRO	UNITED STATES	11/24/2004	11/20/2007	76622001	Registered
1,656,124	SBP	UNITED STATES	09/24/1990	09/10/1991	74099838	Registered
4,906,582	TELEMOTIVE	UNITED STATES	06/29/2015	03/01/2016	76718201	Registered

U.S. Trademark Licenses

None.

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RECORDED: 02/03/2017